

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re

Chapter 7

KEITH O. MOSES, *aka* KEITH O.D. MOSES,
aka KEITH MOSES, *aka* DOUGY MO,

Case No. 10-51769-ess

Debtor.

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FIRST AMERICAN TITLE INSURANCE
COMPANY,

Adv. Pro. No. 11-01286-ess

Plaintiff,

-against-

KEITH O. MOSES, *aka* KEITH O.D. MOSES,
aka KEITH MOSES, *aka* DOUGY MO,

Defendant.
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**ORDER AND JUDGMENT AFTER TRIAL ON FIRST AMERICAN TITLE
INSURANCE COMPANY’S NONDISCHARGEABILITY CLAIMS PURSUANT TO
BANKRUPTCY CODE SECTIONS 523(a)(2)(A), 523(a)(4), AND 523(a)(6)**

Upon the amended complaint filed on June 17, 2011, by First American Title Insurance Company (“First American”) against Keith O. Moses, *aka* Keith O.D. Moses, *aka* Keith Moses, *aka* Dougy Mo, seeking a determination that a judgment debt owed by Mr. Moses to First American is nondischargeable under Bankruptcy Code Sections 523(a)(2)(A), 523(a)(4), and 523(a)(6); the answer to the amended complaint filed on August 16, 2011, by Mr. Moses; the motion for summary judgment filed on October 18, 2012, by First American; the opposition to the summary judgment motion filed on December 12, 2012 by Mr. Moses; this Court’s Memorandum Decision and Order dated July 19, 2013, denying First American’s motion for summary judgment; the trial held before this Court on December 18, 2013, December 19, 2013, January 24, 2014, March 14, 2014, April 15, 2014, April 16, 2014, and July 22, 2014; the

parties' efforts from July 22, 2014 through November 2014, to settle this matter; the motion filed on November 13, 2014, by First American to enforce the terms of a settlement; the Court's order dated December 19, 2014, denying First American's motion to enforce the settlement; the continued trial held on January 23, 2015, May 11, 2015, July 14, 2015, August 31, 2015, September 1, 2015, and December 10, 2015; the post-trial brief filed on November 13, 2015, by First American; the post-trial brief filed on November 23, 2015, by Mr. Moses; and based upon the entire record, and for the reasons stated in the Court's Decision After Trial dated March 15, 2016, and for cause shown, it is hereby

ORDERED AND ADJUDGED, that judgment is entered in favor of Keith Moses and against First American on its first claim for relief, that Mr. Moses's judgment debt to First American is nondischargeable pursuant to Bankruptcy Code Section 523(a)(2)(A); and it is further

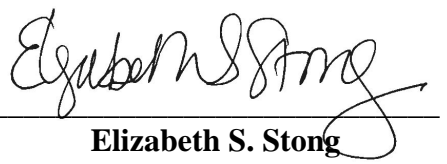
ORDERED AND ADJUDGED, that judgment is entered in favor of Keith Moses and against First American on its second claim for relief, that Mr. Moses's judgment debt to First American is nondischargeable pursuant to Bankruptcy Code Section 523(a)(4); and it is further

ORDERED AND ADJUDGED, that judgment is entered in favor of Keith Moses and against First American on its third claim for relief, that Mr. Moses's judgment debt to First American is nondischargeable pursuant to Bankruptcy Code Section 523(a)(6); and it is further

ORDERED, that all other requests for relief are denied.

**Dated: Brooklyn, New York
March 15, 2016**




Elizabeth S. Stong
United States Bankruptcy Judge

TO:
Raymond R Siberine
Herold Law, P.A.
25 Independence Boulevard
Warren, NJ 07059

Keith O Moses
PO Box 8264
Jersey City, NJ 07308
aka Keith Moses
aka Dougy Mo
aka Keith O.D. Moses